

EXHIBIT C

FORM OF PROMISSORY NOTE

REVOLVING NOTE

\$1,400,000

**Dated: March __, 2011
New York, New York**

FOR VALUE RECEIVED, the undersigned, WORD WORLD, LLC, a New York limited liability company (the "Borrower"), HEREBY UNCONDITIONALLY PROMISES TO PAY to the order of ORCHARD ENTERPRISE NY, INC. (the "Lender"), at its office located at 23 E. 4th St., 3rd Floor, New York, NY 10003, or such other place as the holder of this Note may hereafter specify in writing, the principal sum of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) or, if such amount is less, the aggregate unpaid principal amount of all Revolving Loans made to the Borrower by the Lender pursuant to the Loan Agreement hereinafter referred to. Such principal sum shall be repaid on the dates and in the amounts set forth in the Loan Agreement. The Borrower also promises to pay interest on the unpaid principal amount of this Note from time to time outstanding from the date hereof until the principal amount of this Note is paid in full, at the rates per annum set forth in or established for Revolving Loans pursuant to the Loan Agreement. Such interest shall be payable on such dates as are determined for Revolving Loans pursuant to the Loan Agreement and shall be calculated as therein provided.

The Borrower hereby authorizes the Lender to record on the Schedule (or continuation thereof) annexed to this Note the date, the interest rate, the duration of the interest period, and amount of all Revolving Loans made to the Borrower and all payments of principal amounts in respect of such Revolving Loans, which endorsements shall, absent manifest error, be conclusive evidence of the outstanding principal amount of all Revolving Loans; provided, however, that the failure by the Lender to make, or any error in making, any such recordation with respect to any Revolving Loan or payment shall not limit or otherwise affect the obligations of the Borrower under the Loan Agreement or this Note.

Principal and interest shall be payable in lawful money of the United States of America in immediately available funds without defense, set-off or counterclaim of any kind. All payments shall be applied to the payment of accrued interest before being applied to the payment of principal.

The Borrower and any endorsers and guarantors of this Note hereby severally waive diligence, presentment, notice of dishonor, protest, notice of protest, and all other notices and demands of any kind in connection with this Note, and each of them hereby consents to the extension of the maturity of this Note, to the release or exchange of any collateral securing all or any part of this Note, to the release, in whole or in part, of any other party now or hereafter liable or potentially liable hereon, and to the renewal hereof, without notice thereof and without releasing or waiving the rights of the holder of this Note as against any parties liable hereon. The Borrower and any endorsers and guarantors of this Note hereby further agree to waive all rights arising out of any statute now existing or hereafter enacted with respect to suretyship.

In the event that any action, suit or other proceeding is brought against the Borrower to collect this Note, the holder hereof shall be entitled to recover from the Borrower all court costs and reasonable expenses of collection and enforcement, including, without limitation, attorneys' fees and disbursements. In addition, in the event of a default hereunder, the Borrower shall pay all reasonable attorneys' fees and disbursements incurred by the Lender in obtaining advice as to its rights and remedies in connection with such default.

This Note may not be amended, modified or discharged, nor may any provision hereof be waived, orally, by course of dealing or otherwise, unless such amendment, modification, discharge or waiver shall be in writing and duly executed by the holder hereof. The non-exercise by the holder of this Note of any right or remedy in any particular instance shall not constitute a waiver thereof in that or any other instance. If any provision of this Note is held to be invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Note shall be unaffected thereby.

On receipt of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, on receipt of indemnity or security reasonably satisfactory to the Borrower from the Lender or, in the case of mutilation, on surrender of the mutilated Note, the Borrower shall execute and deliver to the Lender a new Note of like tenor in lieu of this Note.

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This Note is Promissory Note referred to in, and is entitled to the benefits of, the Secured Super-Priority Debtor-In-Possession Loan Agreement dated as of March 3, 2011 between the Borrower and the Lender (as amended, supplemented, or otherwise modified from time to time, the "Loan Agreement") and the other Loan Documents and is secured as provided therein. All terms used herein without definition have the respective meanings specified in the Loan Agreement. The Loan Agreement, among other things, contains provisions for acceleration of the maturity of this Note upon the happening of certain stated events and also for prepayments on account of the principal hereof prior to the maturity of this Note upon the terms and subject to the conditions therein specified.

The Borrower and any endorsers and guarantors of this Note hereby waive the right to trial by jury in any action or proceedings on or relating to this Note.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

Address of Borrower:

WORD WORLD, LLC

40 W. 23rd Street, 6th Floor
New York, NY 10010

By: _____
Name:
Title:

SCHEDULE TO REVOLVING NOTE
DATED March __, 2011 OF WORD WORLD, LLC

DATE	INTEREST RATE	DURATION OF INTEREST PERIOD	AMOUNT OF LOAN	AMOUNT OF PRINCIPAL REPAID	UNPAID PRINCIPAL BALANCE OF REVOLVING NOTE	NAME OF PERSON MAKING NOTATION